

U.S. GOVERNMENT PRINTING OFFICE

Washington, DC

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Nuclear Regulatory Commission Issuances

as requisitioned from the U.S. Government Printing Office (GPO) by the

U.S. Nuclear Regulatory Commission

Single Award

**TERM OF CONTRACT:** The term of this contract is for the period beginning May 1, 2009 and ending April 30, 2010, plus up to three (3) optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Term of the Contract" clause in Section 1 of this contract.

**BID OPENING:** Bids shall be publicly opened at 11 a.m., prevailing Washington, D.C. time, on April 17, 2009.

**BID SUBMISSION:** Submit bid in pre-addressed envelope furnished with solicitation, or send to: U.S. Government Printing Office, Bid Section, 36 H Street, NW, Room C-161, Stop PPSB, Washington, D.C. 20401. Facsimile bids in response to this solicitation are permitted. Facsimile bids may be submitted directly to the GPO Bid Section, FAX No. (202) 512-1782. The Program number and bid opening date must be specified with the bid. Refer to Facsimile Bids in Solicitation Provisions of GPO Contract Terms, GPO Publication 310.2 as revised June, 2001

**PRODUCTION AREA:** It is assumed that all production facilities used in the manufacture of the products ordered under this contract will be located within a 60-mile radius of zero milestone Washington, DC.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

Abstracts of contract prices are available at <http://winapps.access.gpo.gov/ppd/abstracts/central/default.asp>

For information of a technical nature call Kevin Hodges (202)512-1164 (No collect calls).

## SECTION 1.-GENERAL TERMS AND CONDITIONS

**GPO CONTRACT TERMS:** Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised August 2002)).

**QUALITY ASSURANCE LEVELS AND STANDARDS:** The following levels and standards shall apply to these specifications:

**Product Quality Levels:**

- (a) Printing (Page related) Attributes -- Level III.
- (b) Finishing (Item related) Attributes -- Level III.

**Inspection Levels (from ANSI/ASQC Z1.4):**

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

**Specified Standards:** The specified standards for the attributes requiring them shall be:

Attribute	Specified Standard
P-7. Type Quality and Uniformity	Camera copy/Electronic Media

**OPTION TO EXTEND THE TERM OF THE CONTRACT:** The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed four (4) years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for authorized pricing adjustment(s).

**ECONOMIC PRICE ADJUSTMENT:** The pricing under this contract shall be adjusted in accordance with this clause, provided that in no event will any pricing adjustment be made that would exceed the maximum permissible under any law in effect at the time of the adjustment. There will be no adjustment for orders placed during the first period specified below. Pricing will thereafter be eligible for adjustment during the second and any succeeding performance period(s). For each performance period after the first, a percentage figure will be calculated as described below and that figure will be the economic price adjustment for that entire next period. Pricing adjustments under this clause are not applicable to reimbursable postage or transportation costs, or to paper, if paper prices are subject to adjustment by separate clause elsewhere in this contract.

For the purpose of this clause, performance under this contract will be divided into successive periods. The first period will extend from the beginning of the contract to April 30, 2010 and the second and any succeeding period(s) will extend for 12 months from the end of the last preceding period, except that the length of the final period may vary. The first day of the second and any succeeding period(s) will be the effective date of the economic price adjustment for that period.

Pricing adjustments in accordance with this clause will be based on changes in the seasonally adjusted "Consumer Price Index For All Urban Consumers - Commodities Less Food" (Index) published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics.

The economic price adjustment will be the percentage difference between Index averages as specified in this paragraph. An index called the variable index will be calculated by averaging the monthly Indexes from the 12-month interval ending 3 months prior to the beginning of the period being considered for adjustment. This

average is then compared to the average of the monthly Indexes for the 12-month interval ending January 31, 2009, called the base index. The percentage change (plus or minus) of the variable index from the base index will be the economic price adjustment for the period being considered for adjustment.

The Government will notify the contractor by contract modification specifying the percentage increase or decrease to be applied to invoices for orders placed during the period indicated. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs and separately adjusted paper prices. Payment discounts shall be applied after the invoice price is adjusted.

**ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS:** A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

**ORDERING:** Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from May 1, 2009 through April 30, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

**REQUIREMENTS:** This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

**DISPUTES:** GPO Publication 310.2, GPO Contract Terms, Contract Clause 5. Disputes, is hereby replaced with the June 2008 clause found at <http://www.gpo.gov/printforms/pdf/contractdisputes.pdf>. This June 2008 clause also cancels and supersedes any other disputes language currently included in existing contractual actions.

## SECTION 2.- SPECIFICATIONS

**SCOPE:** These specifications cover the production of saddle-stitched and perfect-bound books and pamphlets with separate covers and casebound books requiring such operations as printing, binding, packing and distribution.

**TITLE:** Nuclear Regulatory Commission Issuances.

**FREQUENCY OF ORDERS:** Three publications will be ordered: Monthly periodicals, quarterly indexes, and semi-annual cumulative issues.

**QUANTITY:** Approximately 200 to 670 copies per order.

**NUMBER OF PAGES:**

Monthly Periodicals: Approximately 24 to 180 pages.

Quarterly Indexes: 36 to 196 pages with an occasional order up to 800 pages.

Cumulative Issues: 80 to 1,200 pages. Semi-annual issues may be split into two volumes.

**TRIM SIZE:** 6 x 9".

**GOVERNMENT TO FURNISH:**

Camera copy for the monthly issues and quarterly indexes to be reproduced at various focuses. Contractor to supply 10% 100 line screen.

Electronic Media:

Platform:	Macintosh OS 9.2 or higher.
Storage Media:	CD-ROM or DVD.
Software:	Adobe InDesign CS3, Quark XPress 6, Adobe Illustrator CS3, Macromedia Freehand 9, Adobe Photoshop CS3, and Adobe Acrobat, or higher.

**Note:** All software upgrades (for specified applications) which may occur during the term of the contract must be supported by the contractor.

**Fonts:** All printer and screen fonts will be furnished.

Contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract.

GPO Form 952 (Desktop Publishing – Disk Information)

Camera copy to be furnished for the semi-annual cumulative issues.

Buckram for the casebound covers for the cumulative issues.

**NOTE:** The contractor is prohibited from making any marks on Government furnished material.

A supply of blue labels and selection certificates for shipping Departmental Random copies.

One reproduction proof, Form 905 (R.6/03) with labeling and marking specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

**CONTRACTOR TO FURNISH:** All materials and operations, other than those listed under "Government to Furnish," necessary to produce the products in accordance with these specifications.

**STOCK/PAPER:**

The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 12" dated February 2008.

Color of paper furnished shall be of a uniform shade and a close match by visual inspection of the JCP and/or attached color sample(s). The Contracting Officer reserves the right to reject shipments of any order printed on paper the color of which, in his opinion, materially differs from that of the color sample(s).

All text paper used in each copy must be of a uniform shade.

All cover and end leaf paper must have the grain parallel to the spine.

The paper to be used will be indicated on each print order.

Text: White Offset Book, basis weight: 50 lbs. per 500 sheets, 25 x 38", equal to JCP Code A60.

Text: White Opacified Offset Book, basis weight: 60 lbs. per 500 sheets, 25 x 38", equal to JCP Code A80.

Cover: Solar Yellow Vellum-Finish Cover, basis weight: 50 lbs. per 500 sheets, 20 x 26", equal to JCP Code L20.

Book Cover Board, 0.098" thick, equal to JCP Code R30.

White Machine Finish Book End Paper, basis weight: 80 lbs. per 500 sheets, 25 x 38", equal to JCP Code A50.

**PRINTING:** Print paper cover and text head-to-head in black ink. An occasional page may print head-to-side or head-to-foot. The end leaves will print in black ink.

**SPINES:** When a spine printing is ordered on a saddle-stitch product, it is to run on cover 4, 1/4" from binding edge, reading top to bottom.

**MARGINS:** For all publications, head 3/4"; bind 11/16"; unless otherwise indicated. Several pages will print with flattone bars which bleed top, bottom, and outside.

**BINDING:**

Various binding styles will be ordered as follows:

Monthly issues and quarterly indexes: Products 96 text pages or less are to be saddle-wire stitched in two places and trimmed three sides. Products over 96 text pages are to be perfect bound with wraparound cover and trimmed three sides.

Semi-annual casebound cumulative issues: Reinforce the endleaves and the first and last signatures with strips of ungummed, sized cotton cloth extending 1/4" on inner side of the signatures and 1" on the end leaves. Smyth (signature) sew with 2 sewn-on tapes. Trim 3 sides, round, back, and headband. Reinforce back with crash and strong paper liner. Case bind in tan buckram over binders boards with suitable squares. Tan buckram will be furnished by GPO.

Stamp front and back covers in black, silver, or gold ink. Imitation gold stamping (equivalent to Transfer Print 432 or Crown Roll Leaf 470). Stamping must have solid impressions, no picking, pinholes, or filled letters. Contractor must make stamping media for typelines from camera copy and create stamping media for rules and solid panels. Ink must be exact match of the Pantone ink color indicated on the print order.

**PACKING:**

Bulk Shipments: Pack in shipping containers.

Shipping containers shall have a minimum bursting strength of 275 pounds per square inch or a minimum edge crush test (ECT) of 44 pounds per inch width.

Pack all Superintendent of Documents copies consisting of 500 or more pages into individual printed mailing containers sealed with 3" Wide Tape, Gummed, (Paper Reinforced, Laminated) Class 2, nonstrippable, equal to Commercial Item Description A-A-1671B (08-10-90), and applicable amendments. Pallets are required for shipments to GPO only (estimated 2 pallets will be required for each order requiring casebound books).

Pack all casebound copies into individual printed mailing containers suitable for one or two volumes as necessary for the order.

**LABELING AND MARKING:**

Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

Title and stock number is to be printed on one spine of each individual mailing container.

**DEPARTMENTAL RANDOM COPIES (BLUE LABEL):** All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

**Books**

Quantity Ordered	Number of Sublots
500 - 3,200	50
3,201 - 10,000	80
10,001 - 35,000	125
35,001 and over	200

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the address listed under "SCHEDULE".

A copy of the PRINT ORDER/SPECIFICATION and a signed Government-furnished certificate of selection, must be included.

A copy of the Government furnished certificate must accompany the invoice sent to GPO, Financial Management Services, for payment. Failure to furnish the certificate may result in delay in processing the invoice.

**QUALITY ASSURANCE RANDOM COPIES:** In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as

directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

Business Reply Mail labels will be furnished for mailing the quality assurance random copies. The copies are to be mailed at the same time as the first scheduled shipment. A copy of the print order must be included.

A U.S. Postal Service approved Certificate of Mailing, identified by Program, Jacket and Print Order numbers, must be furnished with billing for reimbursement of certificate fee.

**DISTRIBUTION:**

Deliver f.o.b. destination to approximately five addresses in the Washington, DC area. Complete addresses and quantities will be furnished with the print orders.

Upon completion of each order, all furnished materials and one printed sample must be returned to U.S. Nuclear Regulatory Commission, Central Mail Room, Attn: Printing Dept., O-P1-33, 11555 Rockville Pike, Rockville, MD 20852. Messengers must enter through loading dock at rear of building (entrance for driveway on Marinelli Dr.). All Government furnished material MUST be received on the scheduled completion date of the job.

All expenses incidental to returning materials and furnishing sample copies must be borne by the contractor.

“SUBSCRIPTION” COPIES DISTRIBUTION: When “Subscription” copies are ordered, the contractor will be required to mail approximately 219 copies per order for Information Dissemination (Superintendent of Documents). The contractor must apply the appropriate postage to these “Subscription” copies which may require mailing of single and multiple copies to both domestic and foreign destinations. The contractor will be reimbursed for the postage to mail these “Subscription” copies by submitting a properly completed Postal Service certificate of mailing with their invoice. All related costs associated with the distribution of “Subscription” copies must be itemized separately from other mailings; the packing and mailing costs must be separately accounted for, the mailing must have a separate receipt, and be listed as a separate item on the invoice for reimbursement. Failure to distribute “Subscription” copies according to these instructions and furnish proper proof thereof may result in non-reimbursement of the postage expense.

The total number of “Subscription” copies ordered may exceed the number of copies requiring mail distribution. Any residual “Subscription” copies (“Subscription” quantity remaining after mail fulfillment) shall be shipped f.o.b. contractor’s city by suitable means to a single address in the Washington, DC area. Contractors outside the Washington, D.C., commercial zone may be reimbursed for any shipping costs incurred by submitting a properly completed commercial shipping (including mailing) receipt with their invoice.

The postage class and other mail requirements for “Subscription” copies will be furnished. The contractor shall call the Superintendent of Documents (number to be provided) for the “Subscription” distribution addresses/labels, and the postage class and other mail requirements, prior to the scheduled due date if this information is not otherwise furnished.

**SCHEDULE:**

Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

No definite schedule for pickup of material can be predetermined.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

**Paper cover products:**

Complete production and delivery of all copies ordered for NRC addresses must be made within 3 workdays.

**Casebound products:**

Complete production and delivery of all copies ordered for NRC addresses must be made within 23 workdays.

Contractor will be allowed additional workday(s) for the following:

	Additional Workdays Allowed
Each additional 300,000 pages delivered to non-NRC addresses.....	1
All Casebound products and all products containing 500 pages or more packed into individual or set mailing cartons.....	2
All Casebound products produced in two volumes.....	5

Furnished material must be picked up from and delivered to U.S. Nuclear Regulatory Commission, (see address on page 7, under "DISTRIBUTION") between the hours of 8:15 a.m. and 4:00 p.m.

To order the Tan buckram, Property # 17299, contractor to call Contract Administrator with the amount of yards needed. The bidder is responsible for picking up the furnished stock at the GPO, Warehouse, G Street, NW, Washington, DC.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Upon completion of each order, the contractor is to notify the Government Printing Office of the date of shipment (or delivery, if applicable). Call (202) 512-0516 or 0517; callers outside the Washington, DC area may call toll free 1-800-424-9470 or 9471.



### SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's production under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period of time.

The following item designations correspond to those listed in the "Schedule of Prices".

	(1)	(2)
I. (1) (a)	5	34
(b)	260	1,742
(2) (a)	6	40
(b)	1,440	9,333
(3) (a)	3	9
(b)	2,396	7,034
II. (a)	878	
(b)	225	

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#### SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

A charge will be allowed for each page, whether printed or blank. Unless otherwise specified, no more than three blank pages shall be permitted at the end of the text.

##### I. PRINTING, BINDING AND DISTRIBUTION:

	Makeready and/or Setup (1)	Running Per 100 Copies (2)
1. Saddle-Stitched Products:		
(a) Cover.....per complete cover.....	\$ _____	\$ _____
(b) Text pages .....per page.....	\$ _____	\$ _____
2. Perfect Bound Products:		
(a) Cover.....per complete cover.....	\$ _____	\$ _____
(b) Text pages .....per page.....	\$ _____	\$ _____
3. Casebound Books:		
(a) Cover.....per complete cover.....	\$ _____	\$ _____
(b) Text pages .....per page.....	\$ _____	\$ _____

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(Initials)

II. PACKING AND SEALING FOR DISTRIBUTION:

- (a) Individual mailing cartons: Printed on spine .....per carton .....\$ \_\_\_\_\_
- (b) Packing and sealing shipping container.....per container .....\$ \_\_\_\_\_

My production facilities are located within the assumed area of production .....yes \_\_\_\_\_no \_\_\_\_\_

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material .....
  - a. Number of hours from acceptance of print order to pickup of Government Furnished Material .....  
Government Furnished Material .....
  - b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant .....
2. Proposed carrier(s) for delivery of completed product .....
  - a. Number of hours from notification to carrier to pickup of completed product .....
  - b. Number of hours from pickup of completed product to delivery at destination .....

INSTRUCTIONS FOR BID SUBMISSION: Fill out "Section 4.-Schedule of Prices," initialing or signing each page in the space(s) provided. Submit two copies (original and one exact duplicate) of the "Schedule of Prices" with two copies of the GPO Form 910 "BID" form. Do not enter bid prices on GPO Form 910; prices entered in the "Schedule of Prices" will prevail.

Bidder \_\_\_\_\_

\_\_\_\_\_  
(City - State)

By \_\_\_\_\_  
(Signature and title of person authorized to sign this bid)

\_\_\_\_\_  
(Person to be contacted)

\_\_\_\_\_  
(Telephone Number)